



Department of Finance  
City Hall Room 105A, 30 Church Street  
Rochester, New York 14614-1281  
www.cityofrochester.gov

November 3, 2014

**INVITATION TO BID NO. 425850  
FIREFIGHTER HELMETS AND REPLACEMENT PARTS**

**Addendum No. 1**

Instructions to Bidders:

1. Replace Specifications Pages 1-19 with Pages 1-9 Addendum 1
2. **The date and time of the bid opening remains the same.**

SIGN this Addendum below acknowledging receipt and understanding. INSERT it in the bidding document, and RETURN IT WITH YOUR BID.

**CITY OF ROCHESTER**

Charles Zettek, Jr.  
Purchasing Agent

The undersigned bidder acknowledges receipt and understanding of Addendum No. 1.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Department of Finance  
City Hall Room 105A, 30 Church Street  
Rochester, New York 14614-1281  
www.cityofrochester.gov

---

PRINTED NAME OF BIDDER

**FIREFIGHTER HELMETS AND REPLACEMENT PARTS**

Invitation to Bid No. 425850

Issued: October 27, 2014

PURCHASING BUREAU CONTACT: Tammy M. Macon, Purchaser (585)428-7389

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded:

**BID OPENING: Wednesday, November 12, 2014 at 11:00 a.m.**

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appear immediately following this title page and are incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: TO BE SUBMITTED w/BID IF BIDDING AN ALTERNATE

Descriptive Literature/Technical Data Requirement: SUBMITTED w/BID, SEE SECTION 5

**BIDDERS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



## **FIREFIGHTER HELMETS/REPLACEMENT PARTS**

### **1. SCOPE**

It is the intent of the City of Rochester to establish a contract for Firefighter Helmets and Replacement Parts for use by the Rochester Fire Department.

### **2. MANUFACTURERS**

- 2.1 After the field testing of various helmets, the Rochester Fire Department has deemed the Bullard Traditional Helmet Model USTM and Golfire Leather Front Shield as their preferred helmets and therefore referenced herein as the City standard.
- 2.2 A manufacturer cited in the specifications is used to establish minimum acceptable standards. Items of other manufacturers must meet or exceed the specifications to be considered as alternates.
- 2.3 Bids based on alternate manufacturers must be clearly identified as such, and bidders should include full product descriptions, detailed drawings or illustrations, specifications and list of users for references with their bid.
- 2.4 In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency shall rest entirely with the bidder, as required in Section 3.

### **3. SPECIFICATIONS**

- 3.1 Items requested are those specifically referenced in the item descriptions in the proposal.
- 3.2 The manufacturer and model number must be clearly shown on the proposal. Alternates must be clearly noted if applicable.
- 3.3 In the event an alternate is proposed for any item in Group 1, the bidder must provide to the City, at its request, a detailed description of how the alternate proposed meets or does not meet each and every paragraph of the technical specifications for the Bullard USTM Traditional Series Structural Fire Helmet. These specifications can be found on the following web page:  
[http://apps.bullard.com/files/FH\\_USTM\\_BIDSPECS\\_AM\\_EN\\_LOW\\_8228.pdf?1992587866](http://apps.bullard.com/files/FH_USTM_BIDSPECS_AM_EN_LOW_8228.pdf?1992587866)
- 3.4 The City reserves the right to reject any bid where the bidder cannot demonstrate, to the satisfaction of the City, the equivalency of any alternate proposed. Equivalency shall include warranties as well as product specifications.

### **4. CONTRACT TERM**

- 4.1 The term of the contract resulting from this Bid Invitation shall commence on date of contract award and end on November 30, 2015.



## **FIREFIGHTER HELMETS/REPLACEMENT PARTS**

- 4.2 The City may extend this contract under the same terms and conditions for an additional three (3), in increments of one (1) year or less, provided such extension is mutually agreeable to the City and the contractor.

### **5. CATALOGS AND PRICE LISTS**

Two (2) complete catalogs and current price lists must be included with the bid. Failure to provide price lists as requested may be cause for rejection of bid.

### **6. METHOD OF AWARD**

- 6.1 It is the intent of the City to award this contract to the lowest responsive and responsible bidder who meets or exceeds the specifications based on the Total Bid Price for Group 1. However, the City reserves the right to determine its actual total cost by factoring in the cost of the discount offered in Group 2. The City reserves the right to make its award based upon its lowest total cost, if that is determined to be in its best interest, all other factors being equal.
- 6.2 Bidders must bid on Group 2, discount for replacement parts. The bidder selected for award of this contract must honor the discount offered in Group 2. The City reserves the right to not award to a bidder who is otherwise the low bidder per Section 6.1 if the discount offered in Group 2 is not competitive or is otherwise not reflective of the marketplace.
- 6.3 Bidders must include in their bid price all reasonable and necessary transportation, shipping, handling and delivery charges. The City will not pay for any costs not clearly indicated on the Proposal pages.

### **7. QUANTITIES**

- 7.1 The quantities shown on the Proposal page are estimates only and are based on anticipated usage. The contract will be for the actual quantities ordered during the contract term.
- 7.2 The City will make no guarantee regarding the quantities which will be ordered. The contractor must guarantee the price quoted regardless of actual quantity ordered.
- 7.3 The City reserves the right to seek separate bids if the City needs to order a significantly larger quantity of items than shown on the Proposal pages.

### **8. DELIVERY**

- 8.1 Delivery shall be F.O.B. Destination within thirty (30) days after receipt of order. If this time is not acceptable, the bidder should state their guaranteed delivery on the proposal sheet. The Purchasing Agent reserves the right to reject any bids in which the delivery time is unacceptable.

## **FIREFIGHTER HELMETS/REPLACEMENT PARTS**

- 8.2 Failure to deliver promptly shall constitute non-conformity with the specification and may result in termination of the contract at the discretion of the Purchasing Agent.

### **9. DISCOUNT OFF PRICE LIST**

- 9.1 Bidders are required to offer a discount off the company catalog and/or price list for replacement helmet parts.
- 9.2 Failure to offer a discount or offering an unreasonably low discount may result in rejection of a bid.
- 9.3 Minimum order requirements for replacement parts must be stated on the Proposal Page.

### **10. REQUEST FOR PRICE CHANGE**

- 10.1 Prices bid for the specified items shall remain firm for the original contract term.
- 10.2 The percentage discount from list shall remain firm for the life of the contract, including any extension.
- 10.3 The price list submitted with the bid shall remain in effect for the original contract term.
- 10.4 Requests for price increases to take effect during a contract extension must be submitted with the offer to extend or earlier.
- 10.5 New price lists may be submitted to take effect during any contract extension; however the percentage discount must remain the same.
- 10.6 The decision to grant a price increase during the extension period will rest solely on the Purchasing Agent.
- 10.7 If granted a price increase, the Contractor must supply the City with two (2) new price lists. Failure to supply the new price lists will result in the City rejecting all price increases for the new term.
- 10.8 Price decreases must be immediately passed on to the City.

### **11. ADDITIONAL ITEMS**

- 11.1 The City reserves the right to add additional related items to the contract that are not included in these specifications and to make or approve design changes to the products specified during the term of the contract to meet its needs and changes in the marketplace.
- 11.2 The City reserves the right to negotiate prices for the related items and/or changes and add these to the contract, upon mutual agreement of the City and the contractor. Failure to agree on prices shall give the City the right to terminate this contract with thirty (30) days written notification to the contractor.



## **FIREFIGHTER HELMETS/REPLACEMENT PARTS**

### **12. BIDDER IDENTIFICATION DOCUMENTS**

Bidders are required to provide additional documentation as indicated in this section:

- 12.1 Bidder must submit along with Proposal Page, the bidder's W-9 Form.
- 12.2 Upon request of the City, the bidder must provide the City with one of the following:
  - 12.2.1 A copy of the bidder's IRS Form SS-4 EIN Assignment Letter
  - 12.2.2 A copy of the bidder's IRS Form 147C

### **13. POLITICAL SUBDIVISIONS**

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

### **14. NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 14.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 14.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 14.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

## FIREFIGHTER HELMETS/REPLACEMENT PARTS

### PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

#### GROUP 1 – HELMETS (Black, Yellow, Red and White)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
1.	Bullard Traditional Fiberglass Helmet Model No. USTM Traditional or approved equal	\$_____	x 50	= \$_____
	_____ Manufacturer & Model No.			
2.	Golfire Wide Body 2-Panel Front Shield Model No. WB2-6 or approved equal	\$_____	x 100	= \$_____
	_____ Manufacturer & Model No.			
3.	Golfire Wide Body 3-Panel Front Shield Model No. WB3TOP-6 or approved equal	\$_____	x 10	= \$_____
	_____ Manufacturer & Model No.			
4.	Golfire 4 inch Front Shield Model No. 41B or approved equal	\$_____	x 10	= \$_____
	_____ Manufacturer & Model No.			

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company  
(Continued through Page 9.)

# FIREFIGHTER HELMETS/REPLACEMENT PARTS

## PROPOSAL

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
-----------------	--------------------	-------------------	------------------	--------------

5.	Golfire Shield – Chief (Gold leaf Design) or approved equal \$_____	x 10	= \$_____	
----	---	------	-----------	--

\_\_\_\_\_  
Manufacturer & Model No.

6.	Golfire Wide Body 6" 2-Panel Front Shield Model No. WBPP-6 or approved equal \$_____	x 30	= \$_____	
----	--	------	-----------	--

\_\_\_\_\_  
Manufacturer & Model No.

7.	Golfire Solid Center Passport (Velcro) or approved equal \$_____	x 30	= \$_____	
----	--	------	-----------	--

\_\_\_\_\_  
Manufacturer & Model No.

**TOTAL BID PRICE** \$ \_\_\_\_\_  
**Group 1**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company



**FIREFIGHTER HELMETS/REPLACEMENT PARTS**

(Continued through Page 9.)

**PROPOSAL**

**GROUP 2 – REPLACEMENT PARTS**

Percentage Discount \_\_\_\_\_% off Bullard Helmet Parts catalog/price list.

Catalog/Price List # \_\_\_\_\_ Effective date: \_\_\_\_\_

Minimum Order Requirement, if applicable: \$ \_\_\_\_\_

Guaranteed Delivery: \_\_\_\_\_ Calendar Days After Receipt of Order (A.R.O.)

W-9 Included \_\_\_\_\_ Yes

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

## FIREFIGHTER HELMETS/REPLACEMENT PARTS

(Continued through Page 9.)

## PROPOSAL

## QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

Is this bid in conformance with specifications? Yes\_\_\_\_\_ No\_\_\_\_\_

If answer is "No", bidder must identify and explain each exception, and reference made to each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Authorized Signature

Typed Name of Authorized Signature

Typed Name of Company  
(Continued through Page 9.)

**FIREFIGHTER HELMETS/REPLACEMENT PARTS**

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone & Fax No. Federal Employer ID No.

\_\_\_\_\_  
E-Mail Address of Company Employee authorized to receive Contract Award & Extensions

\_\_\_\_\_  
Date

\*\*\*\*\*

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

**FIREFIGHTER HELMETS/REPLACEMENT PARTS**

Contract No. \_\_\_\_\_ Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_